



**Return Bids to :**

**Retourner Les Soumissions à :**

Natural Resources Canada  
Bid Receiving Unit – Mailroom  
588 Booth Street  
Ottawa, Ontario  
K1A 0E4

**Request for Proposal (RFP)  
Demande de proposition (DDP)**

**Proposal To: Natural Resources Canada**  
*We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.*

**Proposition à: Ressources Naturelles Canada**  
*Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).*

**Comments – Commentaires**

**Issuing Office – Bureau de distribution**

Finance and Procurement Management  
Branch  
Natural Resources Canada  
580 Booth Street  
Ottawa, Ontario  
K1A 0E4

<b>Title – Sujet</b> <b>Engagement Advisor for Indigenous Advisory and Monitoring Committee</b>	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan- 5000035510</b>	<b>Date</b> December 29, 2017
<b>Requisition Reference No. - N° de la demande</b>	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02:00 PM (Eastern Standard Time (EST))</b> <b>on – le January 19, 2018</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b> <u>Carol.Hambleton2@canada.ca</u>	
<b>Telephone No. – No de telephone</b> (343)292-7108	<b>Fax No. – No. de Fax</b> (613)947-5477
<b>Destination – of Goods and Services:</b> <b>Destination – des biens et services:</b> <i>NRCan – Indigenous Partnership Office-West (IPO-W)</i> <i>504 Burrand Street</i> <i>Vancouver, British Columbia</i> <i>V6Z 0B9</i>	
<b>Security – Sécurité</b>  There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b> <b>Facsimile No.:- No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
_____ Signature	_____ Date



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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

### **1.2 Summary**

By means of the RFP, NRCan is seeking proposals from bidders for....

- 1.2.1 *On behalf of the Indigenous Advisory and Monitoring Committee, Natural Resources Canada – Indigenous Project Office-West located in Vancouver British Columbia is seeking the services of an Engagement Advisor with knowledge and experience and the ability to engage the Indigenous communities in British Columbia and Alberta. Contract period will be until March 31, 2019.*

*This solicitation is a Procurement Set-Aside under the Procurement Strategy for Aboriginal Business Initiative.*

- 1.2.2 “There is a *optional* bidders’ conference associated with this requirement. Consult Part 2 – Bidder Instructions.”

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**



## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
- **Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation  
**Insert:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

## 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

*Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street  
Ottawa, Ontario  
K1A 0E4  
Attention: **Carol Hambleton***

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.



2.2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least four (4) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.6 Bidders' Conference**

A bidders' conference teleconference will be held on January 4, 2018. The conference will begin at 12:30 pm PST.

Teleconference Call-In Instructions:

Dial: 1-855-470-7641

Enter Conference Code: 73432928297#

Enter Conference PIN: 9405#



The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the [Carol.Hambleton2@canada.ca](mailto:Carol.Hambleton2@canada.ca) before the conference to confirm attendance. Bidders should provide, in writing, to the above, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 14:00 PST January 2, 2018.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid one (1) hard copy and one (1) soft copy on USB Drive.
- Section II: Financial Bid one (1) hard copy and one (1) soft copy on a USB Drive in a separate file and document
- Section III: Certifications one (1) hard copy and one (1) soft copy on USB
- Section IV: Additional Information one (1) hard copy and one (1) on USB Drive

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2" The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and three (2) members of the Indigenous Advisory & Monitoring Committee will evaluate the bids.

**4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Appendix “1” – Evaluation Criteria.

**4.2 Basis of Selection**

**4.2.1 Highest Combined Rating of Technical Merit and Price**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points for **each** Point Rated Technical criteria.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 80/20 ratio of technical merit and price, respectively. The total available points equal 95 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		92/95	70/95	85/95
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$92/95 \times 80 = 77.47$	$70/95 \times 80 = 74.95$	$89/95 \times 80 = 74.95$
	<b>Pricing Score</b>	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
<b>Combined Rating</b>		93.83	76.95	91.56
<b>Overall Rating</b>		1st	3rd	2nd



Natural Resources  
Canada

Ressources naturelles  
Canada

RFP # NRCan-5000035510

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:



Member 1: \_\_\_\_\_  
 Member 2: \_\_\_\_\_  
 Member 3: \_\_\_\_\_  
 Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

### 5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and



provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

#### 5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### 5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension](#)



*Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant; \_\_\_\_\_
- b. date of termination of employment or retirement from the Public Service. \_\_\_\_\_

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant; \_\_\_\_\_
- b. conditions of the lump sum payment incentive; \_\_\_\_\_
- c. date of termination of employment; \_\_\_\_\_
- d. amount of lump sum payment; \_\_\_\_\_
- e. rate of pay on which lump sum payment is based; \_\_\_\_\_
- f. period of lump sum payment including:
  - start date \_\_\_\_\_
  - end date \_\_\_\_\_
  - and number of weeks \_\_\_\_\_

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



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## 5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
- i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

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## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. (*to be completed at contract award*)

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

**2010B (2016-04-04)**, General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

### 7.3 Dispute Resolution

#### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## **7.4 Security Requirements**

**7.4.1** There is no security requirement applicable to this Contract.

## **7.5 Term of Contract**

### **7.5.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in date of the period*).

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Serge Tshimanga  
Title: Procurement Specialist  
Organization: Natural Resources Canada  
Address: 580 Booth Street, Ottawa, Ontario K1A 0E4  
Telephone: (343)292-8374  
Facsimile: (613)947-5477  
E-mail address: [Serge.Tshimanga@canada.ca](mailto:Serge.Tshimanga@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.6.2 Project Authority (*to be provided at contract award*)**

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the



Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.6.3 Contractor's Representative (to be provided at contract award)

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address

### 7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 7.8 Payment

#### 7.8.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are *included* and Applicable Taxes are extra.

##### 7.8.1.1 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are *included* and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



## 7.8.2 Method of Payment

### Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 7.9 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p><a href="mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca">nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>

## 7.10 Certifications

### 7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



### **7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.11 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

### **7.12 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Condition- Professional Services – Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, IAMC-TMX – Briefing Note
- (f) the Contractor's bid dated \_\_\_\_\_.

### **7.13 Foreign Nationals (Canadian Contractor)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

### **7.15 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **7.16 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## **ANNEX “A” - STATEMENT OF WORK**

### **SW.1.0 ENGAGEMENT ADVISOR – INDIGENOUS ADVISORY AND MONITORING COMMITTEE**

#### **SW.2.0 BACKGROUND**

The Indigenous Advisory and Monitoring Committee (IAMC or, “the Committee”) has identified engagement with Indigenous communities along the Trans Mountain Expansion Project (TMX) pipeline corridor and shipping lanes as an immediate priority. The IAMC’s Engagement Subcommittee (E-SC) is responsible for coordinating meaningful engagement with Indigenous communities that facilitates the integration of Indigenous knowledge, values and perspectives into the monitoring, regulation and performance of TM activities. To this end, the Committee is guided by and advances relevant principles from the UN Declaration on the Rights of Indigenous Peoples (UNDRIP), the Truth and Reconciliation Commission of Canada, and ensures that the principles of treaty and nation to nation relationships are incorporated and recognized.

The IAMC brings together Indigenous and federal government representatives to provide advice to regulators, and to monitor the TMX project and existing pipeline. The Committee includes 13 Indigenous representatives, selected from 117 impacted communities along the TMX pipeline corridor and marine shipping areas, and 6 senior representatives from federal government whose departments are involved in the TMX project, including the National Energy Board. Members have a shared goal of safety and protection of environmental and Indigenous interests.

Indigenous leaders from BC and Alberta have expressed support for the establishment of the Committee to provide collaborative, inclusive and meaningful Indigenous involvement in the review and monitoring of the environmental, safety and socio-economic issues related to TMX activities over the project’s lifecycle. Indigenous and federal government representatives co-developed the Committee’s Terms of Reference (TOR), which the Minister of Natural Resources endorsed on July 17, 2017.

The establishment of the Committee through a co-development process demonstrates the Government of Canada’s commitment to building a renewed nation-to-nation relationship with Indigenous peoples based on recognition, rights, respect, co-operation, and partnership. Participation in the IAMC-TMX by an Indigenous community does not mean that a community supports or opposes TMX, nor does it change the government’s duty to consult.

#### **SW.3.0 OBJECTIVES**



On behalf of the IAMC, Natural Resources Canada (NRCan) is seeking the services of an Engagement Advisor with significant knowledge and experience engaging with Indigenous communities in British Columbia and/or Alberta. The Engagement Advisor who will work with the E-SC over two (2) phases.

All deliverables must align with the values reflected in the IAMC ToR.

#### **SW.4.0 TASK & SPECIFICATIONS**

##### **4.1 Phase 1: Develop Engagement Strategy and Implementation Plan (January 2018 – February 2018)**

The Engagement Advisor will:

- 4.1.1. Attend and facilitate conversations at IAMC, E-SC and Indigenous Caucus meetings, upon invitation, to identify meaningful opportunities for engagement with impacted Indigenous groups.
- 4.1.2. Prepare a written engagement strategy, which includes clear guiding principles, an overall engagement approach, specific engagement techniques, and key engagement audiences, which will be directed by the E-SC and approved by the IAMC. This will require:
  - a) understanding of project construction schedule and key issues;
  - b) collaboration with the E-SC to identify key aspects of the engagement strategy;
  - c) presentation of a draft engagement strategy to the IAMC for discussion and/or approval;
  - d) preparation and presentation of a revised draft engagement strategy for approval by the IAMC, as needed, based on feedback from the E-SC and IAMC.
- 4.1.3. Prepare an implementation plan, which includes a schedule for developing and executing the engagement strategy and a budget for developing and implementing the engagement strategy, for approval by the IAMC. This will require:
  - a) presentation of a draft schedule and budget to the IAMC for discussion and/or approval;
  - b) preparation and presentation of a revised draft schedule and budget for approval by the IAMC, as needed, based on feedback from the E-SC and IAMC.
- 4.1.4. Support implementation of the engagement strategy by developing and organizing orientation and training sessions for up to 13 regional engagement coordinators to ensure consistency in engagement approaches and activities and adherence to the implementation plan.



4.1.5. Work with the E-SC to develop engagement materials for use by the IAMC, Indigenous Caucus, Subcommittees and regional engagement coordinators, as appropriate.

4.2 Phase 2: Implement the Engagement Strategy (“as and when required basis” March 2018 – March 2019)

The Engagement Advisor will continue to provide service per month on an “as and when required basis”, as directed by the E-SC, to assist in delivering engagement activities included in engagement strategy, as described in the final implementation plan.

### **SW.5.0 Contractor’s Obligations**

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- keep all documents and proprietary information confidential;
- return all materials belonging to NRCan upon completion of the Contract;
- submit all written reports and/or deliverables in electronic Microsoft Office Word format to the Senior Advisor, Indigenous Partnerships Office – West, for review;
- attend IAMC (including Indigenous Caucus meetings) and Community Visits, if required, with government and Indigenous leaders, in person;
- attend E-SC meetings in person or via teleconference;
- maintain all documentation in a secure area.

### **SW.6.0 NRCan’s Obligations**

- Provide access to IAMC TMX information, policies and procedures, publications, reports, studies, etc., as needed.
- Provide input, as part of E-SC, on workshop planning and on draft reports and status updates.

### **SW.7.0 Location of Work**

The Contractor will complete the work at the Contractor’s place of business.

### **SW.8.0 Travel**

- 8.1 Travel arrangements will be the responsibility of the Contractor.
- 8.2 Only travel outside of the consultant’s home region will be reimbursed.



**ANNEX “B” - BASIS OF PAYMENT**

(to be completed at contract award)

**ANNEX “C” – IAMC-TMX Briefing Note**



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# INDIGENOUS

## Advisory and Monitoring Committee

Trans Mountain Expansion (TMX) and Existing Pipeline

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### BRIEFING NOTE

October 19, 2017

#### Purpose

The purpose of this “two-pager” is to brief you on the work-to-date in the short history of the Indigenous Advisory and Monitoring Committee.

#### Co-Developing the Indigenous Advisory and Monitoring Committee

- The work to create the Indigenous Advisory and Monitoring Committee (IAMC) for the Trans Mountain Expansion (TMX) began with a letter, in June 2016, from Chiefs Ernie Crey (Cheam) and Aaron Sam (Lower Nicola) to Prime Minister Trudeau and the Premiers of BC and Alberta. In response, the federal government asked Indigenous communities for their input on this idea. When the Prime Minister approved the TMX project, he announced his support for the co-development of a committee.
- IAMC was co-developed over six months by the Working Group made up of representatives from the federal government, National Energy Board and Indigenous communities. Kinder Morgan did not participate in the creation of the IAMC, nor do they fund this committee.
- During the co-development process, two line-wide workshops and eight regional meetings were held, along with other meetings and teleconferences, to seek input from Indigenous groups along the route on the Terms of Reference and enable Indigenous groups to select members for the IAMC.
- There was substantial support for the TOR by Indigenous groups along the TMX corridor and shipping lanes as the recommended draft to be presented to the federal government, and as a document that will continue to adapt and evolve.
- Selection of Members of the Indigenous Caucus of the IAMC took place at the Regional Meetings. Nominations were open until each nominee had an opportunity to speak. Some Members were voted in, others acclaimed. Where there was a vote, the ballots were tallied by independent consultants (and will be kept on file).
- On July 17, 2017, the Honourable Jim Carr, Canada’s Minister of Natural Resources, and Peter Watson, CEO of the National Energy Board, approved the Terms of Reference and the establishment of the IAMC and the Secretariat to support it.

*Continued next page*



# INDIGENOUS



## Advisory and Monitoring Committee

### Trans Mountain Expansion (TMX) and Existing Pipeline

#### IAMC: The Work Begins

- On August 2, 2017, at the first IAMC meeting Chief Ernie Crey (Cheam) and Naina Sloan (Natural Resources Canada) were selected as the Co-chairs of the newly-established Indigenous Advisory and Monitoring Committee (IAMC).
- Construction at the Westridge Terminal began this fall, and pipeline construction may begin early in the new year. “We have established our subcommittees, and we’re organizing our internal operations and support,” said Chief Ernie Crey.

#### IAMC Subcommittees:

- Subcommittees will focus on specific issues or regional concerns. There are four subcommittees: Indigenous Monitoring; Engagement; Marine Shipping; and Socioeconomic Impacts. Each is developing a work plan and a budget.
- “We’ll be counting on the expertise of those working in the subcommittees,” said IAMC member Ray Cardinal. IAMC members will nominate subject matter experts to participate on the subcommittees.

#### Support for the Committee and Communities:

- The Government of Canada committed \$64.7 million over five years to support the IAMC. Of this, \$42 million in program funding will enable the committee to monitor the TMX project. It can also support engagement and communications; training and capacity; and research, data gathering and technical reviews.
- “We’re developing policies and procedures to ensure that these resources are available to address the priorities identified by communities,” said Naina Sloan. “All of us at IAMC are committed to this.”

#### Contact Us:



[nrcan.tmxcommittee-comitetmx.nrcan@canada.ca](mailto:nrcan.tmxcommittee-comitetmx.nrcan@canada.ca)



[Indigenous Advisory and Monitoring Committee – TMX](#)



[@iamc\\_tmx](#)

*The Indigenous Advisory and Monitoring Committee (IAMC) brings together 13 Indigenous and six senior federal representatives to provide advice to regulators, and to monitor the Trans Mountain Expansion Project (TMX) and existing pipeline. Members have a shared goal of safety and protection of environmental and Indigenous interests. Participation by an Indigenous community does not mean that it supports or opposes the project, nor does it change the government’s duty to consult.*

*For more input, info, or to join our contact list, email us at [nrcan.tmxcommittee-comitetmx.nrcan@canada.ca](mailto:nrcan.tmxcommittee-comitetmx.nrcan@canada.ca)*



**ANNEX “D” IAMC-TMX Membership**

**Indigenous Advisory and Monitoring Committee Members - TMX**  
*(AS OF DECEMBER 19, 2017)*

<b>INTERIM INDIGENOUS MEMBERS</b>	Vancouver Island – Western Approach	Kristine Pearson
	Vancouver Island – South	Chief Russell Chipps
	Vancouver Island – Southeast	Caitlin Kenny
	Burrard Inlet/Lower Fraser	Carleen Thomas
	Fraser Valley	Chief Ernie Crey
	Mid-Fraser / Thompson	Chief Marcel Shackelly
	BC Interior	Vacant
	Okanagan	Chief Harvey McLeod
	Alberta First Nations	Ray Cardinal Norine Saddleback Michelle Wilsdon
	BC Métis	Vacant
	Alberta Métis	Tracy Friedel
<b>FEDERAL GOVERNMENT MEMBERS</b>	Natural Resources Canada	Naina Sloan
	National Energy Board	Brian Chambers
	Transport Canada	Ian Chatwell
	Fisheries and Oceans Canada	Diana Trager
	Canadian Coast Guard	David Heap
	Environment and Climate Change Canada	Barry Jeffrey



### APPENDIX “1” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

## 1. TECHNICAL CRITERIA

### 1.1 MANDATORY EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Proposed Engagement Advisor must have at least 3 years of engagement experience with Indigenous Communities in BC or Alberta acquired in the last 5 years (from November 2012).		
M2	Proposed Engagement Advisor must provide a detailed resume which includes all work experience and other relevant training and knowledge.		

### 1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required for **each** point rated technical criteria to be assessed as responsive; proposals not meeting the minimum required points for each point rated technical criteria will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:



Criterion ID	Point Rated Technical Criteria	Minimum /Maximum Points	Proposal Page #
R1	<p><u>Understanding of Work</u></p> <p>Evaluate the proposed Engagement Advisor’s understanding of the project. An adequate response consists of an analysis that demonstrates a basic understanding of Indigenous and Government perspectives on the principles and commitments listed below. For a Proposal to receive higher marks, a proposal would need to demonstrate a thorough understanding of Indigenous and Government perspectives in these areas.</p> <p>Government principles and commitments:</p> <ul style="list-style-type: none"> <li>a) s. 35 of the <i>Constitution Act, 1982</i>, which recognize and affirms the existing Aboriginal and treaty rights of the Aboriginal Peoples of Canada;</li> <li>b) principles of the United Nations Declaration on the Rights of Indigenous Peoples, and;</li> <li>c) Truth and Reconciliation Commission of Canada’s “94 calls to action.”</li> </ul> <p>Information to be submitted:</p> <ul style="list-style-type: none"> <li>1.1 a narrative describing the nature of the Project, highlighting specific opportunities and challenges in the BC and Alberta contexts; (10 points max.)</li> <li>1.2 a narrative describing how the Proponent would learn from and address the Project challenges identified in R1, 1.1; (10 points max.)</li> <li>1.3 a narrative on the special circumstances, issues or risk factors affecting the Project (10 points max.)</li> </ul>	21/30	
R2	<p><u>Proposed Work Plan</u></p> <p>Evaluate the proposed Engagement Advisor’s project management skills and ability to complete the work in an efficient manner.</p> <p>Information to be submitted: The response to be provided here can consist of spreadsheets and/or tables (no written summary is required). To facilitate evaluation, information may include:</p> <ul style="list-style-type: none"> <li>2.1 tasks and deliverables will be delivered efficiently (10 points max.); - work plan provides a schedule for delivering all project deliverables identified in the SOW by March 31, 2019 (<b>5 points</b>).</li> <li>2.2 project will be managed in an organized manner (5 points max.); - work plan format is logical and easy to understand (<b>5 points</b>).</li> </ul>	7/10	
R3	<p><u>Personal Experience</u></p> <p>Evaluate the Proponent proposed Engagement Advisor’s experience</p>	21/30	



	<p>leading Indigenous community engagement processes generally, and in BC and Alberta Indigenous communities specifically.</p> <p>Information to be submitted: A minimum of three (3) written project summaries describing Indigenous community engagement processes they developed and implemented in support of significant strategic planning initiatives in BC or Alberta.</p> <p>Each written project summary should indicate:</p> <ul style="list-style-type: none"> <li>a) name of the client organization;</li> <li>b) start and end dates of the project;</li> <li>c) brief description of the services provided;</li> <li>d) brief description of the significant strategic initiative for which engagement was provide</li> <li>e) d;</li> <li>f) description of engagement approach and methodology;</li> <li>g) description of specific engagement techniques and tools used;</li> <li>h) description of engagement outcomes;</li> <li>i) provide a reference, with point of contact information, of the Project Authority to whom the proposed engagement advisor reported to.</li> </ul> <p>Written project summaries may be supplemented with additional material (resumes, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual may include:</p> <p>3.1 total years of public engagement experience (10 points max);          - more than 9 years <b>(10 points)</b>          - between four (4) and eight (8) years <b>(5 points)</b>          - less than four (4) years <b>(0 points)</b></p> <p>3.2 experience conducting engagement with Indigenous communities (10 points max.);          - <b>four plus</b> projects <b>(10 points)</b>          - three (3) or less projects <b>(5 points)</b>          - no projects <b>(0 points)</b></p> <p>3.3 experience conducting engagement with BC and/or Alberta Indigenous communities (10 points max.)          - some experience with BC <u>and</u> Alberta Indigenous communities <b>(10 points)</b>          - some experience with BC or Alberta Indigenous communities <b>(5 points)</b>          - no experience with BC or Alberta Indigenous communities <b>(0 points)</b></p>		
<p><b>R4</b></p>	<p><u>Strategic Planning Experience</u></p> <p>Evaluate the proposed Engagement Advisor's experience with strategic planning projects of similar scope and complexity. Strategic planning projects are defined as any project that takes action to shape future outcomes and/or conditions.</p> <p>Information to be submitted:</p> <p>4.1 experience with strategic planning projects;          - experience working on 10 or more strategic planning projects <b>(15 points)</b>.          - experience working on 6 to 9 strategic planning projects <b>(10 points)</b>.</p>	<p><b>17/25</b></p>	



	<ul style="list-style-type: none"><li>- experience working on 3 to 5 strategic planning projects (<b>5 points</b>).</li><li>- experience working on less than 3 strategic planning projects (<b>0 points</b>).</li></ul> <p>4.2 experience planning complex, multi-community and/or multi-stakeholder engagement processes (10 points max.);</p> <ul style="list-style-type: none"><li>- experience planning a multi-stakeholder engagement process that involves both government and Indigenous communities (<b>10 points</b>)</li><li>- experience planning multi-stakeholder engagement processes that involve government only, or Indigenous communities only (<b>5 points</b>).</li><li>- no experience planning multi-stakeholder engagement processes (<b>0 points</b>).</li></ul>		
<b>Total points</b>		<b>95</b>	



**APPENDIX “2” – FINANCIAL PROPOSAL FORM**

**Firm Per Diem Rate(s) (also known as daily rate)**

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. *For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.*

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside Vancouver Region (that is pre-approved by the NRCan Project Authority), and GST/HST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the Vancouver Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

A	B	C	D (BxC)
Category of Personnel	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
1. Engagement Advisor	\$	260	\$
<b>A- Estimated Total Price – Hourly Firm Rate :</b>			<b>\$</b>

\* LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT’S NOT A COMMITMENT BY CANADA.

\*\* FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.